

REQUEST FOR REVIEW
before the
FEDERAL COMMUNICATIONS COMMISSION

CC Docket No. 02-6

Re: Applicant Name: LOWER YUKON SCHOOL DISTRICT
Billed Entity No: 145592
Funding Year: 2009-2010
Form 471 Application No.: 875747
Funding Request Number: 2390912

EXHIBITS 1 THROUGH 8 TO
LOWER YUKON SCHOOL DISTRICT'S
REQUEST FOR REVIEW DATED JUNE 18, 2012,
PREVIOUSLY AND SEPARATELY ELECTRONICALLY FILED

LAW OFFICES OF
JERMAIN DUNNAGAN & OWENS
A PROFESSIONAL CORPORATION
3000 A STREET, SUITE 300
ANCHORAGE, ALASKA 99503
(907) 563-8844
FAX (907) 563-7322



Lower Yukon School District

Request for Proposals

Basic Maintenance of Internal Connections

Requests provided herein are absolute specifications. All Bidders must carefully read and abide by the Eligible Services List on the Schools & Libraries Web site: http://www.usac.org/_res/documents/sl/pdf/els_archive/2008-eligible-services-list.pdf All proposals must include the provider's SPIN (Service Provider Identification Number). All providers must be up to date with their Form 473 (service provider participating in program) forms and must not be on the RedLight list of the FCC in regard to the Anti-Deficiency Act debts to federal agencies.

The Lower Yukon School District (henceforth known as LYSD) is soliciting proposals for Basic Maintenance of Internal Connections for the FY 2009, 2010, and 2011 school years. All proposals will be carefully evaluated and compared with current service levels.

One (1) original and six (6) copies of your proposal are to be received in the Budget and Finance Department Office, Lower Yukon School District, PO Box 32089, Mountain Village, Alaska 99632, no later than 3:00 p.m., January 25, 2008. Bids may be hand delivered. All sealed proposals will be opened at 3:05 p.m. Bids that are late will be returned to the bidder, unopened.

Time Table for Proposals:

Release of RFP	December 28, 2007	
File SLD Form 470	December 28, 2007	
Pre-Bid Meeting	January 4, 2008	10:00 a.m.
Proposals Due	January 25, 2008	3:00 PM
Evaluation	January 27, 2008	
Notice of Intent to Award	January 29, 2008	
Contract execution	January 30, 2008	
File SLD Form 471 no later than	February 1, 2008	
Service MUST begin	July 01, 2008	

All comments/questions of a technical nature from Service Providers can be addressed through email: networkadmin@loweryukon.org

All comments/questions of a financial or business nature from Service Providers can be addressed to the Director of Budget and Finance through email: dshiels@loweryukon.org

Basic Maintenance of Internal Connections:

LYSD seeks Basic Maintenance of Internal Connections. The Maintenance and Technical Support of Internal Connections includes:

1. Repair and upkeep of all E-Rate Eligible Hardware and Services
2. Wire and Cable Maintenance
3. Basic Technical Support
4. Configuration Changes of all E-Rate Eligible Hardware and Services

A proposed solution:

1. Will provide Repair, Upkeep, Maintenance and Configuration Changes necessary to keep all E-Rate Eligible hardware and services functioning and serving their intended purposes with the degree of reliability ordinarily expected in other portions of the marketplace outside the E-Rate eligible arena. At LYSD this hardware and these services include but are not limited to:
 - Wireless Access Points
 - Switches
 - Routers
 - Voice & Video over IP Components
 - Firewalls
 - Proxy Servers
 - VPN Components
 - UPS Units
 - Wireless Bridges
 - Media Converters
 - Voice and Fax Network Modules
 - DNS, DHCP, E-Mail, Firewall, and Proxying Servers
 - KVM Switches
 - Network Operating Systems
 - Private Branch Exchange
 - Key Systems
 - Voice Mail Components
 - Multipoint control Unit (MCU)
2. Acknowledge LYSD's Unique Model for Deployment of all Cisco® Routing, Switching and Wireless devices. Service providers must provide a list of Cisco® Certifications and Expertise by staff and contractors.
3. Provide for Continual Maintenance of all LYSD Visio® LAN/WAN Documentation as part of its solution. All LYSD Visio® documents will remain in the possession of LYSD although maintenance of such documents must be provisioned by the service provider.
4. Utilize all existing and future deployments of LYSD's virtualized server array at its co-location facility in Anchorage and at each of its remote sites to accomplish DNS, DHCP, E-Mail, Firewall and Proxying Services. Service providers must follow existing LYSD infrastructure and deployment schema.

5. All maintenance, repair, upkeep, basic technical support and configuration changes must be compatible with and make use of current district owned equipment, comprised of Cisco® routers, switches and firewalls, PolyCom® endpoints and MCU, and/or e-rate provided, LYSD approved, equipment.
6. Assure that confidentiality and security of all LYSD documentation are guaranteed in perpetuity.
7. Guarantee of service: If unsatisfactory service is rendered for a period of two months, Service Provider agrees to termination of contract in order that a new Service Provider might be sought at or less than the current contracted rate.
8. Provide that additional capacities and services are allowed for future potential enhancements, needs and requirements during a potential three-year contract.
9. Be evaluated by the LYSD Basic Maintenance Proposal Evaluation Rubric included at the end of this document.

A Service Provider Shall:

1. Certify for less than one hour of outage per month and provide compensatory remuneration for service outages in its proposal. (This service outage is not related to verified outages that may be an issue with the WAN Service Provider or Internet Service Provider.)
2. Verify 24 hour telephone support 365 days per year.
3. Provide reasonable service times. 24 hours is desired with leniency in times of challenging logistics (i.e. weather).
4. Articulate contingency plans for times of challenging logistics. (i.e. "During times of bad weather, the service provider will...")
5. Define process for trouble reporting and repair. Special attention must be given to trouble ticketing process.
6. Provide services in line with FCC rules as apply to Universal Service Requirements for the receipt of Subsidies.
7. Provide proof of service upon demand by Budget and Finance Director in conjunction with Director of Technology and any consulting firms that may do business on behalf of LYSD.
8. Provide the contact name and telephone number of current Alaskan clients for reference. Three is desirable.
9. Attend a Pre-Bid Meeting in Anchorage for all potential Service Providers on January 4, 2008 at 10:00 a.m. Meeting will take place at the Alaska E-Rate Coordinator's Office. Alaska State Library, 344 W. 3rd Avenue, Suite 125, Anchorage Ak 99501 (Lower level of the Sunshine Mall between 3rd and 4th Avenues, intersecting with C street.) Items discussed at the Pre-Bid meeting include but not limited to: Documentation Examples, Hardware Overviews, Educational Technology Planning, and Proprietary LYSD Technology Information.
10. Provide the monthly reoccurring unsubsidized rates, and any one time non-reoccurring set up fees to LYSD for services required above.

To assure accurate comparison, the Proposal document must include the following:

1. A statement of qualifications/experience in providing rural (a.k.a. "Bush") Alaska Services.
2. Respond to each item
3. The resumes of essential personnel within the firm who will be assigned to the project, listing their responsibilities and correlating certifications.
4. A list of all the consulting firms that will be part of the design team, and resumes of essential personnel who will be assigned to the project, listing responsibilities.
5. Copies of: Alaska Business License, SPIN, Current E&O, Liability, and Workmen's Compensation Insurances.

Proposal Submission Requirements:

1. One (1) original and six (6) copies of the proposal must be delivered to the District Business Managers Office no later than 3:00 p.m., January 25, 2008. It is the responsibility of the provider to insure that their proposal and subsequent addendum's, if any, are received prior to the time of the scheduled proposal opening.
2. Proposals **MUST** be submitted in a sealed envelope clearly marked as follows: (Proposals not correctly marked will be opened as regular correspondence and will be considered non-responsive by the District.)

SEALED PROPOSAL-DO NOT OPEN
REQUEST FOR PROPOSAL-
Basic Maintenance of Internal Connections
Lower Yukon School District
Director of Budget and Finance
Provider: _____
Date: _____
Time: _____
Received By: _____

No proposals shall be accepted after the above date and time. Proposals received by the District after the time specified will be returned to the provider unopened. It is the responsibility of the provider to ensure that the proposal and any subsequent amendments are at the above location prior to scheduled proposal opening time.

Proposal Evaluations and Selection Process

LYSD will only accept and evaluate proposals that meet the requirements listed above in this document. Any proposal that cannot meet these requirements will be rejected. LYSD expressly reserves the right to waive minor informalities. "Minor informalities" means matters of form rather than substance or are insignificant matters than have a negligible impact on the proposal and can be waived or corrected without prejudice to other bidders. The final selection of service provider will be made on the basis of a cost comparison among those providers who verify by signature that they can meet the requirements according to the rubric that follows this notice.

In the event of a formal contract protest by one of the bidders, the protesting bidder shall be required to create a bond sufficient to cover any and all loss of funds encountered by Lower Yukon School District as the result of that protest. Any financial loss on the district's part, as the result of the protest, shall be paid out of the bond regardless of the outcome of the protest.

Notice of Nondiscrimination:

No Bidder or any District contract may discriminate on the basis of race, color, religion, national origin, ancestry, age, sex, marital status, handicap, or change in marital status, in employment, provision of services, or otherwise. The successful bidder shall take affirmative action to insure such nondiscrimination. The successful bidder must agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of the nondiscrimination section. This section shall be deemed to be part of every contract entered into by LYSD.

Basic Maintenance Proposal Evaluation Rubric:

Vendor: _____

Evaluator: _____

LYSD will utilize the RFP Evaluation Rubric for evaluation of all Basic Maintenance of Internal Connections Proposals:

1. Charges/Cost to LYSD: 40 Points. 20 points assigned to parts a and b. 20 points = favorable. 0 points = unfavorable.

Evaluate the Monthly Recurring and Non-Recurring Charges. Determine the flexibility of the contractor to provide services at the estimated E-Rate Subsidized Level for the Portion of the Funding Year prior to the actual receipt of approved E-Rate Funding commitments.

- a. Totally monthly recurring charges
- b. Total Installation/Setup/Discovery Costs Non-recurring

2. Attendance at Pre-Bid Meeting: 20 Points. Yes = 20 Points. No = 0 Points.

LYSD believes that the full scope and depth of a solution provisioned by a service provider cannot be fully understood without meeting with all potential bidders at one time. Did the service provider attend the pre-bid meeting in Anchorage, January 4, 2008 at 10:00 a.m. at the Alaska E-Rate Coordinator's office?

3. Technical and Alaskan Education Experience: 10 Points. Favorable = 10 Points. Unfavorable = 0 points.

Proposal demonstrates the provider's ability to deliver quality services to rural K-12 Alaskan schools. Includes references and service provider staff and/or contractors' certifications, qualifications, experience, expertise, and resumes.

4. Proposed Operational Delivery: 10 Points. Favorable = 10 Points. Unfavorable = 0 points.

Proposal defines services and scope in enough detail that the district can confidently determine that the proposed services will be met. Demonstrated ability to navigate E-Rate process is evident including: Discounted Billing, Single Point of Contact for Billing Statement and Issues, and Familiarity and Experience with USAC, SLD, and E-Rate.

5. Design and Technical Execution: 10 Points. Favorable = 10 Points. Unfavorable = 0 points.

Designed solution(s) provide for basic maintenance of internal connections of all LYSD E-Rate Eligible services and hardware. Proposal includes information about the provider's ability to provide a technically efficient and cost-effective solution. Includes resources available to achieve the project, and any concepts or innovations in design that have proven effective in the past that would be applicable to this model. Includes references for similar services for remote rural environments with similar logistical and weather concerns such as those encountered regularly at LYSD.

6. Project Understanding and Methodology: 10 Points. Favorable = 10 Points. Unfavorable = 0 points.

Proposal addresses the project in terms of the scope of work and substantive issues essential to proper service and care of all LYSD E-Rate Eligible Services and Hardware. A demonstrated knowledge and understanding of the LYSD Technology Model for deployment and integration of all hardware is exemplified in the proposal. Proposal includes a detailed description of services to be provided and any constraints as to procedure, time, personnel, equipment, etc. that need to be communicated to the District for use during contract negotiations.

Proposal Score:

1. _____ Points out of 40 Possible Points
2. _____ Points out of 20 Possible Points
3. _____ Points out of 10 Possible Points
4. _____ Points out of 10 Possible Points
5. _____ Points out of 10 Possible Points
6. _____ Points out of 10 Possible Points
- _____ Total Points out of 100 Possible Points

Evaluator Signature: _____

Date: _____



Attachment
0009

Entity - 145592

App Identifier -
FY10B MIC 471

Internal Connections Maintenance for Lower Yukon School District

This Integrated Logic LLC contract (in conjunction with the NON E-rate contract) is a full **TURN-KEY LAN/WAN** maintenance solution. This proposal is one of two that make up the complete solution. This proposal is for maintenance, configuration, and basic support of all e-Rate eligible hardware and services. This proposal is based on the number of devices maintained and the time it takes to maintain each one.

In the Lower Yukon School Districts RFP it calls for the service provider to certify less than 1 hour on outage per month and provide compensatory remuneration for service outages over that hour. Integrated Logic feels that less than 1 hour of outage per month is an ambitious goal, but to assure that level of service would be cost prohibitive. The unique geographical layout of your school district would not allow us to get to many of your sites within an hour even in the best of weather and other circumstance. As an alternate we offer less than 24 hour response plan.

- Upon report of a maintenance issue either by Lower Yukon School District staff, ISP, or network monitors (set up as part of Integrated Logics LLC's customer quality assurance plan at no additional cost) Integrated Logic LLC will open a ticket on the issue.
- The trouble ticket will either be designated as an internal connections maintenance issue, or NOT an internal connections maintenance issue.
- If the ticket is an internal connections maintenance issue Integrated Logic will contact the School District within 1 business hour (8am-5pm M-F) to outline the resolution schedule.
- Integrated Logic LLC will maintain a functional level of equipment (at our expense) in Anchorage, AK to help expedite the resolution of issues.

Internal Connections Maintenance Contract value:

\$ 76,916.67 per month

\$923,000.04 per year (for 3 consecutive years \$2,769,000.12)

- First year 7/1/2008 - 6/30/2009
- Second year 7/1/2009 - 6/30/2010
- Third Year 7/1/2010 - 6/30/2011

Integrated Logic LLC

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USAC Review Team
reduced the amount
of eligible services
to 807,595.08
after reviewing
list of hardware/software

LYSD



Hardware covered in this proposal:

- Wireless access points
- Switches
- Routers
- Firewall
- Proxy server
- VPN components
- UPS units
- Wireless bridges
- PBXs
- Media converters
- Voice/fax network module
- Servers (for DNS, DHCP, e-mail, firewall, and proxy services only)
- KVM switch
- Network operating systems

Internal wire maintenance coverage:

All internal wiring at all LYSD sites will be maintained. In the event something happens that causes existing cable infrastructure not to perform in the manner it was intended, Integrated Logic LLC will deploy a technician to trouble shoot the connection. The technician will use the best available tools (like Fluke 4300 DSP cable analyzer) to expedite the diagnosis of the issue. After the issue is diagnosed the technician will proceed with restoring the connection to a functional state. If there are materials needed Integrated Logic LLC will coordinate and expedite the materials to the location.

Configuration Changes:

Over time the configurations of your network hardware will need changes and updates. As the changes are needed Integrated Logic LLC will execute the changes needed, then document what was done.

24 Hr emergency contact phone number is: (907) 745-5115


Integrated Logic LLC

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LYSD



Network Support Terms and Conditions

This Agreement contains the terms and conditions that apply to Integrated Logic LLC (IL) Network Support Agreement. By accepting this Agreement, the Client (as named herein), agrees to be bound by and accept these terms and conditions.

1. *IL will provide maintenance of the Client's computer networking system. This Agreement is contractual in nature and does not affect IL's relationship with the Client as an independent contractor. During the course of this Agreement, IL will provide network maintenance services to the Client. Scheduled maintenance of the Client's networking system shall be performed at the discretion of the Client and agreed by IL. IL and the Client shall arrange the exact dates and times for the scheduled maintenance. It is understood, however, that unless agreed to in writing, the Network Maintenance services included in this Agreement will be performed as needed.*
2. *Applications and Hardware Supported. For a list of IL's supported software applications and hardware, please consult with our Sales Department. IL will attempt to support software applications and hardware not listed, at the Client's request, on a best-effort, time and materials basis.*
3. *Limitation of Liability. It is agreed upon, between IL and the Client, that IL will not be liable for any consequential damages. The Client agrees that in any event, IL's liability will not be greater than the total cost of the services provided by IL to the Client. Client may not assert any causes of action against IL which accrued more than one year prior to the filing of a suit alleging such cause of action.*
4. *Termination of Agreement. Client agrees to a term commitment and receives as consideration for that commitment, a discounted rate. Should the Client terminate services before the end of the term commitment, Client will be required to pay to IL, a fee equivalent to 10 percent of the contract billing rate for all of the hours committed to and that are unused. The parties' obligations for continuing services under this Agreement may be terminated, without cause upon the following satisfied conditions: a) Either party shall issue written notice (Termination Notice) of intention to terminate this Agreement; b) The Termination Notice shall specify a date (Termination Date) at least thirty (30) days after receipt of the Termination Notice; c) IL may recover payment for services authorized by the Client and satisfactorily performed and for any materials and products accepted by the Client in effectuating the Termination.*
5. *Renewal of Agreement. This contract shall be in effect for the term stated and shall not automatically renew.*
6. *Arbitration. Any claim, dispute, difference or disagreement which may arise (whether in contract, tort or otherwise) involving this Agreement, or the interpretation thereof, against IL (and its agents, employees, assigns or affiliates), shall be referred to a single arbitrator agreed upon by the parties, or if no single arbitrator can be agreed upon, an arbitrator shall be selected in accordance with the rules of the American Arbitration Association. It is agreed upon and understood by the parties that binding arbitration in accordance with this section shall be the sole means for resolving any claim, dispute, difference or disagreement. It is further agreed upon by the parties to waive the right to bring suit for any claim, dispute, difference or disagreement in any State or Federal court. Any award of the arbitrator shall be final and binding on each of the parties. The parties shall equally bear the arbitrator's fees and costs and both parties shall bear their own attorney's fees and costs associated with respect to any arbitration.*
7. *Nondisclosure and Limited Use Agreement. IL and the Client agree not to disclose to any third parties any confidential information of either IL or the Client. Such confidential information shall include, but is not limited to: billing procedures and service rates, service plans, network documentation kits (except for their intended use), any software or computer code, proprietary information and / or practices. The use of confidential material by IL and the Client is limited to the business dealings between IL and the Client. IL maintains "Nondisclosure / Non-Competition" contracts with its employees. A copy of this contract is available upon request.*
8. *Non-Solicitation. Both parties agree not to interfere with the employment of the other parties employee's within a period of not less than one year of employee's tenure with their employer. Both parties shall not directly or indirectly, for the parties own benefit or for the benefit of a third party, hire, attempt to hire, contact or solicit with respect to hiring any employee of the other party, induce or counsel or advise any employee of the other party to leave employment with the other party, induce or encourage any representative or agent of the other party to terminate or modify its relationship with this other party. Notwithstanding the above, under certain circumstances, a party may agree to release an employee to work for the other party, provided that the both parties reach a mutual agreement and the party agrees to compensate the other party for training and any other consequential costs associated with the employee's departure.*


Integrated Logic LLC

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LYSD



9. **Applicable Law.** The laws of the State of Alaska shall govern this Agreement. Venue shall reside in the 3rd judicial district of Anchorage. The term "Agreement" as used herein, includes any attachments incorporated herein and any future written amendments, modifications or supplements made in accordance with this Agreement.

10. **Severability.** If an arbitrator determines that any provision in this Agreement is invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and shall remain in full force and effect.

11. **Changes.** This agreement's terms can be amended or waived only by endorsement issued by IL and made a part of this agreement.

12. **WARRANTY.** IL maintains a broker relationship with its vendors. IL receives no reimbursement for labor from its vendors. In warranty related issues, IL will perform warranty work for client on a time and materials basis. Every attempt will be made to replace warranty parts at no charge; however, IL will pass through costs incurred by IL on behalf of the client, to the client. IL will coordinate all issues related to warranty as requested by client.

13. **Acknowledgment.** The Client acknowledges reading this Agreement (including the Terms and Conditions as well as any Attachments included herein), understands this Agreement, and agrees to all of the terms and conditions stated in this Agreement.

14. This contract is contingent on USAC funding

Integrated Logic LLC :
PO Box 99645
Palmer AK, 99645

Chris Johnson

Date: 2/4/2008

Authorized Representative of:
Lower Yukon School District

Date:

2/4/2008

Printed name of authorized:

David W Shields
Director of Budget & Finance

Integrated Logic LLC

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LYSD


FCC Form 471	Do not write in this area.	Approval by OMB 3060-0806
Schools and Libraries Universal Service Description of Services Ordered and Certification Form 471 Estimated Average Burden Hours per Response: 4 hours This form asks schools and libraries to list the eligible telecommunications-related services they have ordered and estimate the annual charges for them so that the Fund Administrator can set aside sufficient support to reimburse providers for services. Please read instructions before beginning this application. (You can also file online at www.sl.universalservice.org.) The instructions include information on the deadlines for filing this application.		
Applicant's Form Identifier (Create your own code to identify THIS form 471) FY09-LAN/WAN		
Form 471 Application# (To be assigned by administrator) 632651		
Block 1: Billed Entity Information (The "Billed Entity" is the entity paying the bills for the service listed on this form.)		
1 a Name of Billed Entity LOWER YUKON SCHOOL DISTRICT		
2 a Funding Year: July 1, 2008 Through June 30: 2009		
Billed Entity Number: 145592		
4 a Street Address, P.O. Box, or Routing Number 100 AIRPORT RD		
City MOUNTAIN VLG		
State AK		
Zip Code 99632		
b Telephone Number 907-591-2411		
c Fax Number 907-591-2449		
5 a Type of Application <input type="checkbox"/> Individual School (individual public or non-public school) <input checked="" type="checkbox"/> School District (LEA; public or non-public [e.g. diocesan] local district representing multiple schools) <input type="checkbox"/> Library (including library system, library outlet/branch or library consortium as defined under LSTA) <input type="checkbox"/> Consortium <input type="checkbox"/> Check here if any members of this consortium are ineligible or non-governmental entities		
6 Contact Person's Name David W Shields		
First, if the Contact Person's Street Address is the same as in Item 4, check this box. <input checked="" type="checkbox"/> If not, please complete the entries for the Street Address below		
b Street Address, P.O. Box, or Routing Number 100 AIRPORT RD		
City MOUNTAIN VLG		
State AK		
Zip Code 99632		
<input type="checkbox"/> c Telephone Number 907-591-2411		
<input type="checkbox"/> d Fax Number 907-591-2449		
<input checked="" type="checkbox"/> e E-mail Address dshields@loweryukon.org		
f Holiday/vacation/summer contact information		



Entity Number 145592	Applicant's Form Identifier FY09-LAN/WAN
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Contact Person David W. Shields

Phone Number

 907-591-2411

This information will facilitate the processing of your applications. Please complete all rows that apply to services for which you are requesting discounts. Complete this information on the FIRST Form 471 you file, to encompass this and all other Forms 471 you will file for this funding year. You need not complete this information on subsequent Forms 471. Provide your best estimates for the services ordered across ALL of your Forms 471.

Schools/school districts complete Item 7. Libraries complete Item 8. Consortia complete Item 7 and/or Item 8.

Block 2: Impact of Services Ordered on Schools

IF THIS APPLICATION INCLUDES SCHOOLS...		BEFORE ORDER	AFTER ORDER
7a	Number of students to be served		2069
b	Telephone service: Number of classrooms with phone service	223	223
c	Dial-up Internet access: Number of connections (up to 56kbps)	0	0
d	Direct broadband services: Number of buildings served at the following speeds:		
	Less than 10 mbps	0	0
	Between 10 mbps and 200 mbps	32	32
	Greater than 200 mbps	0	0
e	Direct connections to the Internet: Number of drops	744	744
f	Number of classrooms with Internet access	223	223
g	Number of computers or other devices with Internet access	1033	1100

Block 3: Impact of Services Ordered on Libraries

NOT APPLICABLE AS THIS APPLICATION IS FOR DISTRICT

Worksheet A No: 1015453

Student Count: 2069

Weighted Product (Sum, Column 8): 1862.1

Shared Discount: 90%

1. School Name: ALAKANAK SCHOOL

2. Entity Number: 117213 NCES: 02 00003 00216

3. Rural/Urban: Rural

4. Student Count: 241

5. NSLP Students: 225

6. NSLP Students/Students: 93.360%

7. Discount: 90%

8. Weighted Product: 216.9

9. Pre-K/Adult Ed/Juv: N

10. Alt Disc Mech: N

1. School Name: EMMONAK SCHOOL

2. Entity Number: 117268 NCES: 02 00003 00217

3. Rural/Urban: Rural

4. Student Count: 232

5. NSLP Students: 210

6. NSLP Students/Students: 90.517%

7. Discount: 90%

8. Weighted Product: 208.8

9. Pre-K/Adult Ed/Juv: N

10. Alt Disc Mech: N

1. School Name: HOOPER BAY SCHOOL

2. Entity Number: 117295 NCES: 02 00003 00219

3. Rural/Urban: Rural

4. Student Count: 409

5. NSLP Students: 368

6. NSLP Students/Students: 89.975%

7. Discount: 90%

8. Weighted Product: 368.1

9. Pre-K/Adult Ed/Juv: N

10. Alt Disc Mech: N

1. School Name: KEGGATMUIT SCHOOL

2. Entity Number: 117400 NCES: 02 00003 00412
 3. Rural/Urban: Rural
 4. Student Count: 226 5. NSLP Students: 216 6. NSLP Students/Students: 95.575%
 7. Discount: 90% 8. Weighted Product: 203.4
 9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N

1. School Name: KOTLIK SCHOOL
 2. Entity Number: 117327 NCES: 02 00003 00411
 3. Rural/Urban: Rural
 4. Student Count: 200 5. NSLP Students: 166 6. NSLP Students/Students: 83.000%
 7. Discount: 90% 8. Weighted Product: 180
 9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N

1. School Name: MARSHALL SCHOOL
 2. Entity Number: 117270 NCES: 02 00003 00218
 3. Rural/Urban: Rural
 4. Student Count: 134 5. NSLP Students: 105 6. NSLP Students/Students: 78.358%
 7. Discount: 90% 8. Weighted Product: 120.6
 9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N

1. School Name: MOUNTAIN VILLAGE SCHOOL
 2. Entity Number: 117339 NCES: 02 0003 00220
 3. Rural/Urban: Rural
 4. Student Count: 248 5. NSLP Students: 213 6. NSLP Students/Students: 85.887%
 7. Discount: 90% 8. Weighted Product: 223.2
 9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N

1. School Name: PILOT STATION SCHOOL
 2. Entity Number: 117378 NCES: 02 00003 00410
 3. Rural/Urban: Rural
 4. Student Count: 188 5. NSLP Students: 168 6. NSLP Students/Students: 89.361%
 7. Discount: 90% 8. Weighted Product: 169.2
 9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N

1. School Name: PITKAS POINT SCHOOL
 2. Entity Number: 117393 NCES: 02 00003 00221
 3. Rural/Urban: Rural
 4. Student Count: 30 5. NSLP Students: 27 6. NSLP Students/Students: 90.000%
 7. Discount: 90% 8. Weighted Product: 27
 9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N

1. School Name: RUSSIAN MISSION SCHOOL
 2. Entity Number: 117392 NCES: 02 0003 00222
 3. Rural/Urban: Rural
 4. Student Count: 99 5. NSLP Students: 95 6. NSLP Students/Students: 95.959%
 7. Discount: 90% 8. Weighted Product: 89.1
 9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N

1. School Name: SHELDON POINT SCHOOL
 2. Entity Number: 117407 NCES: 02 0003 00413
 3. Rural/Urban: Rural
 4. Student Count: 62 5. NSLP Students: 58 6. NSLP Students/Students: 93.548%
 7. Discount: 90% 8. Weighted Product: 55.8
 9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N

Block 5: Discount Funding Request(s)

FRN: 1748588 FCDL Date:
 10. Original FRN:
 11. Category of Service: Basic Maintenance of 12. 470 Application Number: 173560000656051

Internal Connections	
13. SPIN: 143666666	14. Service Provider Name: SLD Interim
15a. Non-Contracted tariffed/Month to Month Service:	15b. Contract Number: XXX
15c. Covered under State Master Contract:	15d. FRN from Previous Year:
16a. Billing Account Number: 907-591-2411	16b. Multiple Billing Account Numbers?: Y
17. Allowable Contract Date: 01/25/2008	18. Contract Award Date: 02/04/2007
19a. Service Start Date: 07/01/2008	19b. Service End Date:
20. Contract Expiration Date: 06/30/2011	
21. Attachment #: IL-LAN/WAN	22. Block 4 Worksheet No.: 1015453
23a. Monthly Charges: \$76,916.67	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$76,916.67	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$923,000.04	
23f. Annual non-recurring (one-time) charges: 0 23g. Ineligible non-recurring amt.: 0	
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$923,000.04	
23j. % discount (from Block 4): 90	
23k. Funding Commitment Request (23i x 23j): \$830,700.04	

Block 6: Certifications and Signature

Application ID:632651

Do not write in this area:

Entity Number	145592	Applicant's Form Identifier	EY09-LAN/WAN
Contact Person	David W Shields	Phone Number	907-591-2411

Block 6: Certifications and Signature

24. ☒ I certify that the entities listed in Block 4 of this application are eligible for support because they are: (check one or both)
- a. ☒ schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. Secs. 7801(18) and (38), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
- b. ☐ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools including, but not limited to elementary, secondary schools, colleges, or universities
25. ☒ I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed in this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

a.	Total funding year pre-discount amount on this Form 471 (Add the entities from Item 23i on all Block 5 Discount Funding Requests.)	\$923,000.04
b.	Total funding commitment request amount on this Form 471 (Add the entities from Items 23K on all Block 5 Discount Funding Requests.)	\$830,700.04
c.	Total applicant non-discount share (Subtract Item 25b from Item 25a.)	\$92,300.00
d.	Total budgeted amount allocated to resources not eligible for E-rate support	\$100,000.00

e.	Total amount necessary for the applicant to pay the non-discount share of the services requested on this application AND to secure access to the resources necessary to make effective use of the discounts. (Add Items 25c and 25d.)	\$192,300.00
f.	<input type="checkbox"/> Check this box if you are receiving any of the funds in Item 25e directly from a service provider listed on any Forms 471 filed by this Billed Entity for this funding year, or if a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds in Items 25e.	


26. ☒ I certify that all of the schools and libraries or library consortia listed in Block 4 of this application are covered by technology plans that are written, that cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, and an SLD-certified technology plan approver, prior to the commencement of service. The plans are written at the following level(s):

a. ☐ an individual technology plan for using the services requested in this application; and/or

b. ☒ higher-level technology plan(s) for using the services requested in this application; or

c. ☐ no technology plan needed; applying for basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only.

27. ☒ I certify that I posted my Form 470 and (if applicable) made my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology plan goals.



 0 4 7 0 0 1 0 1 0

28. ☒ I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.

29. ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. Sec. 54.500(k). Additionally, I certify that the Billed Entity has not received anything of value or a promise of anything of value, other than services and equipment requested under this form, from the service provider(s) or any representative or agent thereof or any consultant in connection with this request for services.

30. ☒ I certify that I and the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts covering all of the services listed on this Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

31. ☒ I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

32. ☒ I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

33. ☒ I certify that I am authorized to order telecommunications and other supported services for the eligible entity (ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity (ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of this program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under the Title 18 of the United States Code, 18 U.S.C. Sec. 1001 and civil violations of the False Claims Act.

34. ☒ I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

35. ☒ I certify that if any of the Funding Requests on this Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the cost of the contract to eligible and ineligible companies as required by the Commission's rules at 47 C.F.R. Sec. 54.504(g)(1),(2).
36. ☒ I certify that this funding request does not constitute a request for internal connections services, except basic maintenance services, in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years beginning with Funding Year 2005 as required by the Commission's rules at 47 C.F.R. Sec. 54.506(c).
37. ☒ I certify that the non-discounted portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services features on this Form 471 are net of any rebates or discounts offered by the service provider. I acknowledge that, for the purpose of this rule, the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

38. Signature of authorized person

39. Signature Date

40. Printed name of authorized person
David W Shields

41. Title or position of authorized person
Director of Budget & Finance

42a. Street Address, P.O. Box or Route Number
100 Airport Rd
PO Box 32089
City, State Zip Code
Mountain Village, AK 99632

42b. Telephone number of authorized person:
(907) 591-2411, ext. 220

42c. Fax number of authorized person:
(907) 220-2206

42d. E-mail of authorized person:
dshields@lower yukon.org

42e. Name of authorized person's employer
Lower Yukon School District

The Americans with Disabilities Act, the Individuals with Disabilities Education Act and the Rehabilitation Act may impose obligations on entities to make the services purchased with these discounts accessible to and usable by people with disabilities.

NOTICE: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public.

If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:

**SLD-Form 471
P.O. Box 7026
Lawrence, Kansas 66044-7026**

**For express delivery services or U.S. Postal Service, Return Receipt Requested,
mail this form to:**

**SLD Forms
ATTN: SLD Form 471
3833 Greenway Drive
Lawrence, Kansas 66046
(888) 203-8100**

Print

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Item 21 Attachment

Basic Maintenance - Funding Year 2008

Applicant Name	LOWER YUKON SCHOOL DISTRICT
Billed Entity Number	145592
Form 471 Application Number	632651
Funding Request Number	1748588
Service Provider	SLD Interim
Attachment Number	IL-LAN/WAN
Narrative description of this Funding Request	Basic maintenance and technical support of internal connections such as the repair and upkeep of all E-rate eligible hardware and services; all e-rate eligible wire and cable maintenance; all e-rate eligible basic technical support; and configuration changes of all e-rate eligible hardware and services.

Service Type	Service Description	Elig Pre-Discount Cost
1 Basic Maintenance	Provide maintenance and technical support of internal connections for e-rate eligible repair and up keep of hardware and services; e-rate eligible wire and cable maintenance; e-rate eligible basic technical support; e-rate eligible configuration changes to hardware and services.	\$923,000.04
Cost		\$923,000.00
Less Ineligible Amount (if any)		\$0.00
Line item TOTAL		\$923,000.04
Total:		\$923,000.04
Funding Requested on 471:		\$923,000.04

Date Submitted

2/28/2008 7:48:55 PM

[HOME](#) [CANCEL](#) [SAVE & EXIT](#) [HELP](#)**FCC Form 471**

Services Ordered and Certification Form

[Block 1](#)[Block 2 & 3](#)[Block 4](#)[Block 5](#)[Block 6](#)

Applicant's Form Identifier: FY09-LAN/WAN

Entity Number: 145592

Contact Person: David W Shields

Phone Number: - (907) 591-2411

IMPORTANT

Please record your Form 471 application number and security code. You will need this information if you wish to exit and return later to this online Form 471 application or if you wish to file your Item 21 Attachment Online.

471 Application Number: 632651

Billed Entity Number: 145592

Security Code Number: 93328

[Continue >>](#)[Print Now](#)

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CANCEL

Schools and Libraries Service Program
Services Ordered and Certification Form 471
Application Status Display

Billed Entity Funding Year:
Number: 145592 2008

For an explanation of your Application Status, please scroll down to the
Explanation table below.

Form 471 Application Number	Applicant Form Identifier	Application Status
632651	FY09-LAN/WAN	FCDL Issued - 01/05/2009
632668	FY09-INTER	Incomplete
632674	FY09-INTERNET	Incomplete
632534		Incomplete
632544	FY09-POTS	FCDL Issued - 01/05/2009
633370	FY09-Internet	FCDL Issued - 01/05/2009
632621	FY09-Wire	FCDL Issued - 01/05/2009

Application Status	Explanation
Canceled	Your Form 471 has been canceled. No further action will be taken on this form.
Incomplete	Block 1 of your Form 471 has been successfully data entered. However, no further action will be taken on this form until it is completed and certified (whether online or on paper) and moves to Certified - In Window status.
Complete	THIS STATUS IS FOR ONLINE FILERS ONLY: You have clicked the "Submit" button to file your Form 471, but the Block 6 certification process (whether online or on paper) has not been completed.
Certified - In Window	Your Form 471 was successfully certified within the filing window for the Funding Year and is awaiting assignment for Initial Review.
Certified - Out of Window	Your Form 471 was certified outside of the filing window for the Funding Year.

Initial Review	Your Form 471 has been assigned for Initial Review and is being reviewed by Program Integrity Assurance (PIA) for compliance with program rules. All applications must receive both an Initial Review and a Final Review. NOTE: Your Form 471 may return to Initial Review status at any time before a Funding Commitment Decision Letter is issued.
Available for Final Review	Your Form 471 review has completed Initial Review and is awaiting assignment for Final Review. All applications must complete both an Initial Review and a Final Review.
Final Review	Your Form 471 has been assigned for Final Review. All applications must receive both an Initial Review and a Final Review. NOTE: Your Form 471 may return to Final Review status at any time before a Funding Commitment Decision Letter is issued.
Available for Quality Assurance	Your Form 471 has completed Final Review. Your Form 471 may be assigned for Quality Assurance Review. Quality Assurance Review verifies that the Initial Review and Final Review procedures were properly performed.
Quality Assurance 1	Your Form 471 has been assigned for a first-level Quality Assurance Review. Quality Assurance Review verifies that the Initial Review and Final Review procedures were properly performed.
Quality Assurance 2	Your Form 471 has been assigned for a second-level Quality Assurance Review. Quality Assurance Review verifies that the Initial Review and Final Review procedures were properly performed.
Unable to Contact	Your Form 471 is on hold because PIA was unable to reach the Form 471 contact person. If you wish to have PIA re-contact you regarding your pending application, contact your PIA reviewer. If you donâ€™t know who your reviewer is, contact our Client Service Bureau at 1-888-203-8100.
Held for further review and other verification	Your Form 471 is on hold because we need to verify additional information. Once we have obtained the information for verification, we will continue to process your Form 471.
Awaiting Applicant Documentation	We have requested information or documentation and you have not responded to our latest inquiry. Please review our questions and provide the necessary information. Once we have obtained the necessary information, we will continue to process your Form 471.
Deferred	Your Form 471 is on hold. You were unavailable or you requested that PIA defer the Form 471 review during either our Summer or Winter deferral period. If you wish PIA to remove the hold and continue review, contact your PIA reviewer. If you donâ€™t know who your reviewer is, contact our Client Service Bureau at 1-888-

	203-8100.
FCDL Issued - 'xx/xx/xxxx'	We have issued a Funding Commitment Decision Letter (FCDL) on the date indicated that references one or more Funding Requests from this Form 471. If more than one FCDL has been issued, the date indicated is the date of the most recent FCDL.



Universal Service Administrative Company

Schools and Libraries Division



FUNDING COMMITMENT DECISION LETTER
(Funding Year 2010: 07/01/2010 - 06/30/2011)

January 5, 2012

Jenny Martens
LOWER YUKON SCHOOL DISTRICT
PO Box 32089
Mountain Village, AK 99632-0089

Re: Form 471 Application Number: 752462
Billed Entity Number (BEN): 145592
Billed Entity FCC RN: 0012699419
Applicant's Form Identifier: FY11LAN-WANMaint

Thank you for your Funding Year 2010 application for Universal Service Support and for any assistance you provided throughout our review. The current status of the funding request(s) in the Form 471 application cited above and featured in the Funding Commitment Report(s) (Report) at the end of this letter is as follows.

- The amount, \$662,227.97 is "Approved."

Please refer to the Report following this letter for specific funding request decisions and explanations. The Universal Service Administrative Company (USAC) is also sending this information to your service provider(s) so preparations can begin for implementing your approved discount(s) after you file FCC Form 486, Receipt of Service Confirmation Form. A guide that provides a definition for each line of the Report is available in the Reference Area of our website.

NEXT STEPS

- Work with your service provider to determine if you will receive discounted bills or if you will request reimbursement from USAC after paying your bills in full
- Review technology planning approval requirements
- Review CIPA requirements
- File Form 486
- Invoice USAC using the Form 474 (service provider) or Form 472 (Billed Entity applicant) - as products and services are being delivered and billed

TO APPEAL THIS DECISION:

You have the option of filing an appeal with the SLD or directly with the Federal Communications Commission (FCC).

If you wish to appeal a decision in this letter to USAC, your appeal must be received by USAC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and (if available) email address for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Include the following to identify the letter and the decision you are appealing:
 - Appellant name,
 - Applicant name and service provider name, if different from appellant,
 - Applicant BEN and Service Provider Identification Number (SPIN),
 - Form 471 Application Number 752462 as assigned by USAC,
 - "Funding Commitment Decision Letter for Funding Year 2010," AND
 - The exact text or the decision that you are appealing.

Schools and Libraries Division - Correspondence Unit
30 Lanidex Plaza West, PO Box 685, Parsippany, NJ 07054-0685
Visit us online at: www.usac.org/sl

3. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal, including any correspondence and documentation.
4. If you are the applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. If you are the service provider, please provide a copy of your appeal to the applicant(s) affected by USAC's decision.
5. Provide an authorized signature on your letter of appeal.

To submit your appeal to USAC by email, email your appeal to appeals@sl.universalservice.org. USAC will automatically reply to incoming emails to confirm receipt.

To submit your appeal to USAC by fax, fax your appeal to (973) 599-6542.

To submit your appeal to USAC on paper, send your appeal to:

Letter of Appeal
Schools and Libraries Division - Correspondence Unit
30 Lanidex Plaza West
PO Box 685
Parsippany, NJ 07054-0685

If you wish to appeal a decision in this letter to the FCC, you should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received by the FCC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. We strongly recommend that you use the electronic filing options described in the "Appeals Procedure" posted in the Reference Area of our website. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554.

OBLIGATION TO PAY NON-DISCOUNT PORTION

Applicants are required to pay the non-discount portion of the cost of the products and/or services to their service provider(s). Service providers are required to bill applicants for the non-discount portion. The FCC stated that requiring applicants to pay their share ensures efficiency and accountability in the program. If USAC is being billed via the FCC Form 474, the service provider must bill the applicant at the same time it bills USAC. If USAC is being billed via the FCC Form 472, the applicant pays the service provider in full (the non-discount plus discount portion) and then seeks reimbursement from USAC. If you are using a trade-in as part of your non-discount portion, please refer to our website for more information.

NOTICE ON RULES AND FUNDS AVAILABILITY

Applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Program. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with all such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds. The timing of payment of invoices may also be affected by the availability of funds based on the amount of funds collected from contributing telecommunications companies.

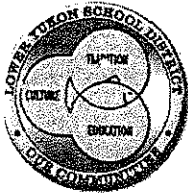
Schools and Libraries Division
Universal Service Administrative Company

FUNDING COMMITMENT REPORT
Billed Entity Name: LOWER YUKON SCHOOL DISTRICT
BEN: 145592
Funding Year: 2010

Comment on RAL corrections: RAL change requested for your Form 471, Block 1 change to Jenny Martens in accordance with a RAL request.

Form 471 Application Number: 752462
Funding Request Number: 2033443
Funding Status: Funded
Category of Service: Basic Maintenance of Internal Connection
Form 470 Application Number: 173560000656051
SPIN: 143032377
Service Provider Name: Integrated Logic LLC
Contract Number: XXX
Billing Account Number: 907-591-2411
Multiple Billing Account Numbers: N
Service Start Date: 07/01/2010
Service End Date: N/A
Contract Award Date: 02/04/2008
Contract Expiration Date: 06/30/2011
Shared Worksheet Number: 1232269
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$807,595.08
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$807,595.08
Discount Percentage Approved by the USAC: 82%
Funding Commitment Decision: \$662,227.97 - FRN approved as submitted

FCDL Date: 01/05/2012
Wave Number: 080
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2012



LOWER YUKON SCHOOL DISTRICT

P.O. Box 32089 • Mountain Village, Alaska 99632

Phone: (907) 591-2411 Fax: (907) 591-2449

Ray Alstrom
Chairman

John Lamont
Superintendent

April 14, 2010

Jennifer Bauman
Special Compliance Review
Universal Service Administrative Company
School & Libraries Program
973-581-6726
973-599-6552 fax
jbauman@sl.universalservice.org

*E-mailed
4/14/2010 ✓
received confirmation
& receipt.
(JD)*

Ms. Baumann,

Attached is the official Lower Yukon School District response that I have prepared in response to your letter dated March 30, 2010, regarding funding requests with Integrated Logic LLC listed as the service provider on the funding request numbers for funding year 2008.

Everyone has been shocked and offended at these allegations that have been made with no supporting documentation or evidence.

Please contact me if you have any further questions.

Sincerely,

David W Shields, Director of Budget & Finance
Lower Yukon School District
PO Box 32089
Mountain Village, AK 99632-0089
(907) 591-2411 x2011
(907) 591-2206 fax
dshields@loweryukon.org

CHILDREN FIRST

Alakanuk Emmonak Hooper Bay Kotlik Marshall Mt. Village Pilot Station Pitkas Point Russian Mission Scammon Bay Sheldon Point

Exhibit 6

Page 1 of 10



Universal Service Administrative Company
Schools & Libraries Division

Date: March 30, 2010
Due Date: April 14, 2010

To: David Shields
E-mail: dshields@lower yukon.org
Phone: 907-591-2411
Fax: 907-591-2449

From: Jennifer Baumann
E-mail: jbauman@sl.universalservice.org

Subject: Information Request

Concerns were recently brought to USAC's attention related to the Schools and Libraries Program rules and requirements and funding requests with Integrated Logic LLC, listed as the service provider on the Funding Request Numbers for Funding Year 2008.

Lower Yukon School District Staffing/Background:

Superintendent of Schools	JUL05-Present	John Lamont
Director of Budget & Finance	JAN02-MAR07	Karen Goodwin
	JUL07-Present	David Shields
Director of Technology	MAY06-JUN07	David Reilly
	JUL07-JUN08	Blaine Detering
	JUL08-Present	Joshua Jerome
Technology Department Staff	AUG04-Present	Howard Beans
	FEB08-OCT09	Simon Andrew
	NOV07-DEC07	John Agwiak
	JUL05-NOV07	Lila DeLarosa

The Lower Yukon School District is comprised of schools in 11 villages of primarily Yupik Eskimos. The population ranges from 100 – 1200 with the average village being around 600 people. The District is located in a remote area of Western Alaska on the Yukon-Kuskowim Delta and is approximately the size of Ohio. It is located within the area known as the Wade-Hampton Census Area (http://en.wikipedia.org/wiki/Wade_Hampton_Census_Area,_Alaska) and is one of the poorest regions in the United States (http://en.wikipedia.org/wiki/Poorest_places_in_the_United_States). The District Headquarters is located in Mountain Village, on the Yukon River. Year round access between villages is via small airplane only. There are no roads, railways, utility lines, etc, between villages. All communications with the outside world are via satellite, USPS, and other parcel services via aircraft. Access to the real world is via small plane to the hub villages of St Mary's or Bethel, and then large aircraft from there to Anchorage, 450 miles east of St Mary's. On the flight to Anchorage you will not see any roads, railways, utility lines, etc, until you are approximately 15 minutes from landing in Anchorage. It is difficult to get contractors as there are no hotels, motels, restaurants, car rental agencies, etc., within the District. They either sleep at staff housing that may be available or more typically sleep on a classroom floor. (http://en.wikipedia.org/wiki/File:Map_of_Alaska_highlighting_Wade_Hampton_Census_Area.svg).

Specifically, USAC was told the following:

- David Reilly, former Technology Director, had a relationship with Integrated Logic LLC, and manipulated the technology plan so that only one service provider could reasonably bid and win. The technology plan was very specific and done so in order that no other vendors could effectively bid.

I have spoken with Mr. Reilly and he denies that he has had anything other than an ethical relationship with Integrated Logic LLC, at any time. He further denied that he has had anything other than an ethical relationship with WireWeavers and SquarePeg Consulting, Integrated Logic LLC's predecessor firms. **IN ANY CASE THE DISTRICT TECHNOLOGY PLAN WAS NOT PART OF, NOR HAD ANYTHING TO DO WITH, ANY RFP THAT WAS ISSUED FOR SERVICES/EQUIPMENT.**

The District decided during the SY 2005-2006 to invest in technology in a big way to finally provide a quality technology infrastructure that would result in a reliable and efficient way to access the internet and network. With Mr. Reilly's prior experience doing similar work, he was hired from another school district in spring of 2006 to help facilitate that goal.

While he was the Technology Director at his prior District, Mr. Reilly had recommended to their school board that they approve contracts with WireWeavers and SquarePeg Consulting, to provide hardware & software infrastructure installation/support, which they did successfully despite their remote location.

When Mr. Reilly arrived at LYSD, the District's infrastructure was unstable, consisting of a hodgepodge of old & different equipment that was constantly having problems. Mr. Reilly, working with Ms. Goodwin, came up with an affordable upgrade strategy. Mr. Reilly recommended WireWeavers and SquarePeg Consulting, to Director of Budget & Finance Karen Goodwin, as contractors who were qualified to do the work AND were willing to travel to remote areas of Alaska. Ms Goodwin prepared MOA's (contracts) which were presented to, and subsequently approved by the School Board. WireWeavers came in and installed wireless access points/equipment throughout our schools. SquarePeg Consulting installed servers/network infrastructure, etc. that allowed reliable, modern, network/internet access throughout the District. These MOA's were paid for through District funds.

The Director of Budget & Finance, Karen Goodwin, left the District suddenly in March 2007. Mr. Reilly left the District in June 2007. This occurred right in the middle of the whole process. Mr. Reilly and Ms. Goodwin had been the most knowledgeable and involved in this whole process of revamping our infrastructure. After Ms Goodwin left the District the whole plan stalled without guidance in fiscal matters. I came in as the new Director of Budget and Finance in July 2007 with no previous substantive involvement in e-rate matters. Mr. Blaine Detering came in as the new Director of Technology in July 2007.

As the new Director of Budget and Finance, with little e-rate experience, I needed help with e-rate and contacted Mr. David Reilly since he was heavily involved in the revamping of the District's technology upgrading. He was by far the most knowledgeable person. He had started his own consulting firm, Arctic Intelligence. I made a request to contract with him for developing some RFP's upcoming year, which was approved by the Superintendent and which he did.

- Integrated Logic LLC actually wrote the district's technology plan.

Neither Integrated Logic LLC, nor its predecessor firms, have ever had input, much less writing, the LYSD Technology Plan.

As the new Director of Budget & Finance, and having just met Mr. Reilly prior to his departure from the District, and knowing the District's Technology Plan was expiring/expired, I recommended to the School Board that they contract with Mr. Reilly, under his newly formed consulting firm, Arctic Intelligence, to update and prepare a new technology plan for District review and submittal, which was approved. Arctic Intelligence conducted interviews with teachers, staff, administration, and submitted a plan to the District for review. Director of Curriculum Alex Russian was not happy with the plan and worked with Director of Technology Blaine Detering to modify the plan to something that was more professional, clear, and understandable. It was then submitted by Mr. Detering to the State of Alaska Department of Education for approval.

- David Reilly, the former Technology Director, John Lamont, the current Superintendent, and David Shields, the Business Manager, all receive monies from Integrated Logic LLC as part of a "process" involving Schools and Libraries Program funds.

I spoke with Mr. Reilly and he categorically denies that he received any funds from Integrated Logic LLC, or their predecessor firms, at any time for any reason.

I spoke with Mr. Lamont, and he categorically denies that he received any funds from Integrated Logic LLC, or its predecessor firms, at any time for any reason.

I, David Shields, also categorically deny receiving any funds from Integrated Logic LLC, or its predecessor firms, at any time for any reason.

- The Superintendent told school employees to not perform network work so that Integrated Logic LLC could perform the work and charge high rates.

I spoke with Mr. Lamont and he categorically denies telling any school employees not to perform network work so that Integrated Logic LLC could perform the work and charge high rates.

In any case this does not make sense – 1. Our technology staff did not/does not have the education, experience, or the qualifications required to perform these kinds of tasks; 2. Our technology staff is limited and can't/couldn't handle the work load; 3. Due to the scarcity of qualified individuals, the remoteness of our region, the lack of housing, and the union structure that we must operate under, we will never have a qualified, fully functioning technology department; 4. Integrated Logic LLC has always worked on a flat rate fixed fee basis.

- The Superintendent and/or Business Manager would not keep bids from other vendors and therefore no competing bids would be reviewed.

I categorically deny that I would not keep bids from other vendors so that no competing bids would be reviewed.

I spoke with Mr. Lamont and he categorically denies that he would not keep bids from other vendors and therefore no competing bids would be received. In any case, Mr. Lamont does not have anything to do with the pre-bid, bid opening, or post bid process, other than serving as one member of the Finance & Audit Committee, who recommends approval of MOA's/contracts to the Regional School Board for their approval.

- The Superintendent works as a consultant for Integrated Logic LLC.

I spoke with the Mr. Lamont and he categorically denies ever working in any capacity for or on behalf of Integrated Logic LLC or its predecessor firms, at any time.

- Consultants often charged the district a fee to install, configure, and remove old equipment. That equipment was rarely more than two years old. The district paid Integrated Logic LLC large sums of money to remove the equipment which was stored in a garage until it could be resold.

Not true. As part of Integrated Logic LLC or its predecessor firms, some MOA/contracts required them to demo existing wiring in buildings and replace obsolete network equipment. Existing equipment that could easily interface with the new District technology infrastructure/needs/standards, was retained. Old PC Windows servers and other equipment were removed. Although they may have looked new they were a minimum 3-5 years old and technologically obsolete. On a rare occasion a piece of equipment (paid for from District funds) less than three years may have been removed if it did not fit in with the standardization of our infrastructure across the District. As part of their contract with the District these pieces of equipment, unable to be disposed of in any local facility, were delivered to Integrated Logic LLC or its predecessor firms, for shipment by barge to Nenana, Alaska where truck transportation to proper disposal facilities are available. They were free to dispose of the equipment in any legal manner. The District does, and Integrated Logic LLC and its predecessor firms may/may have, at the direction of the District, removed other old computers ,UPS's, etc., from schools that are no longer needed as well as being technologically obsolete. They

are kept in a District storage facility awaiting an official LYSD Surplus Sales to be held to dispose of them. These items are typically personal computers from classrooms that are more than three years old, as well as old CRT Displays, etc., that have been replaced by new equipment funded from the District's Operating Fund. The District tries to replace computers when they are more than three years old and either do not meet the needs of the District or are becoming too expensive to maintain.

- The Superintendent and Business Manager regularly visit Integrated Logic LLC to be entertained and receive gifts.

I spoke with Mr. Lamont and we both categorically deny visiting Integrated Logic LLC, or their predecessor firms, to be entertained and receive gifts. He had not met nor worked with Integrated Logic LLC or its predecessors, prior to their being contracted by the District to provide their services.

Mr. Lamont further stated that outside of the District, or at District functions such as a District Wide Teacher In-service held in Anchorage, he has never met with Integrated Logic LLC or its predecessor firms except on one occasion while attending a technology demonstration at the Matsu Borough School District. The Integrated Logic LLC office was located nearby and the current Director of Technology stopped in at their office to show Mr. Lamont.

I had not met or worked with Integrated Logic LLC or their predecessor firms, until just before I became the Director of Budget & Finance in July 2007. I have not ever been to any of their offices, personal homes, or anywhere else outside of District Facilities/Functions. I have met with them in Anchorage over lunch, 2-3 times, to discuss District technology issues/business, with regards to their MOA's/Contracts, over the last three years.

- The Superintendent told school employees to pay Integrated Logic LLC in payments of around \$20,000 each to avoid unnecessary Board attention since the district only has to report expenditures of over \$50,000 to the Board.

I spoke with Mr. Lamont and he categorically denies telling school employees to pay Integrated Logic LLC in payments of around \$20,000 each to avoid unnecessary Board attention since the District only has to report expenditures of over \$50,000 to the Board.

In any case this does not make sense. As the Director of Budget & Finance I am responsible for overseeing the contracting process for the District. Our procedures are clearly defined. All MOA's/contracts over \$50,000 OR all multiple MOA's/contracts to a single vendor which added together exceeds \$50,000 , must be approved by the Regional School Board, after they have been reviewed and recommended for approval by the Finance & Audit Committee.

The Finance & Audit Committee meets monthly and is comprised of three Regional School Board Members, the Superintendent, the Director of Budget & Finance, a School Principal, a local Advisory School Board member, and the Regional School Board Chairman. In addition a member from each of our two unions is normally present to observe.

After the Finance & Audit Committee reviews and recommends approval of an MOA, it goes to the Regional School Board for their review and approval.

In addition, for each Finance & Audit Committee Meeting, I prepare a summary of ALL MOA's/contracts (MOA Log) that have been issued regardless of their dollar value. This report includes the MOA/contract number, name of contractor, short description of services to be performed, contract time period, total contract value, total contract paid to date, total contract still outstanding, as well as the current status of the contract.

Further, for each member of the Finance & Audit Committee, a detailed check register for the prior month is sent to them. It is reviewed in detail (typically taking 2-6 hours depending on the number of checks and/or questioned items) at our regular monthly meeting. After review, and after any questions have been answered, the Finance & Audit Committee votes to recommend approval of the check register to the Regional School Board at their next monthly meeting.

After recommendation for approval from the Finance & Audit Committee has been received, I prepare the following items for the Regional School Board at their next meeting:

1. Copy of the MOA Log for their information;
2. Copies of all MOA's & Supporting Documentation requiring their approval;
3. Check Register Information needed for their required approval.

This information is provided to the Regional School Board in a packet that receives wide public distribution.

As the program administrator, USAC is obligated to address the concerns stated above, and to provide you with an opportunity to respond to the statements made.

Therefore, please provide a response to each of the aforementioned statements. Please also provide documentation in support of your response.

Additionally, please respond to the following questions regarding your funding requests with Integrated Logic LLC:

1. What is your relationship/association with Integrated Logic LLC? Please answer also for the former Technology Director and the current Superintendent.

I am the Director of Budget & Audit and I am responsible for the overseeing the financial aspect of their MOA(s)/contract(s) with the District. I have no other relationship with Integrated Logic LLC or their predecessor firms. I did not meet the Principals of Integrated Logic LLC until spring of 2007 shortly after the former Director of Budget & Finance left suddenly in March 2007. I have never had any personal relationship or association with them. I did not have any business relationship or association with them prior to my time at the Lower Yukon School District.

I spoke with Mr. Lamont and he is responsible for the overall management of the District. He did not meet them until fall 2006 after the former Director of Budget & Finance Karen Goodwin and Director of Technology Dave Reilly requested quotes to perform work. He has never had any personal relationship or association with them. He did not have any business relationship or association with them prior to that time. His business relationship with Integrated Logic LLC extends only to that he is the Superintendent and they are one of the District's many contractors.

I spoke with Mr. Reilly and he was responsible for the overall technology management of the District. He met them as their predecessor firms at a prior school district at which he was employed. He has never had any personal relationship or association with them. He did not have any business relationship or association with them prior to that time. For a short period of time in spring of 2007, he did have a son who worked with for SquarePeg Consulting for a week in March 2007 taking inventory. In the short time that he was with the Lower Yukon School District he never had any kind of a relationship with Integrated Logic LLC – it didn't exist at that time.

Mr. Reilly stated that he has never had any personal relationship or association with them. He has never had any business relationship or association with them except in his capacity as Director of Technology with this District, and with a prior school district(s). He worked with technology contractors to ensure that the work requested by the District was being performed satisfactorily.

I tried to contact Mr. Blaine Detering but his current whereabouts are unknown.

2. Please provide a description of the relationship/association with all members of the district's IT Department and Integrated Logic LLC, prior to and during the competitive bidding process that resulted in the contract underlying the requests shown on FY 2008 FCC Form 471 application #632621, FRN 1748539 and 1748588.

I tried to contact Mr. Blaine Detering but his current whereabouts are unknown.

I spoke with Mr. Howard Beans and he stated that he had no relationship with Integrated Logic LLC or its predecessor firms other than in his official capacity with the District.

I spoke with Ms. Lila DeLarosa and she stated that she had no relationship with Integrated Logic LLC or its predecessor firms other than in her official capacity with the District.

John Agwiak worked in the department on a temporary basis and had no relationship with Integrated Logic LLC or its predecessor firms.

3. Do you have a relationship/association with Integrated Logic LLC that is beyond what is required to do business with Lower Yukon School District? If yes, please explain circumstances.

I have had no relationship what-so-ever with Integrated Logic LLC, at any time, that is beyond the financial administration of the MOA/contract(s) that Integrated Logic LLC has/had with the District.

4. Have you or other members of the Lower Yukon School District and/or the IT Department received gifts or other gratuities from Integrated Logic LLC? If yes, please explain the circumstances.

I have not ever received gifts or other gratuities from Integrated Logic LLC at any time.

I have spoken with Mr. Lamont and he stated that he had not ever received gifts or gratuities from Integrated Logic LLC at any time.

I have spoken with Mr. Reilly and he stated that he had not received any gifts or gratuities from Integrated Logic LLC at any time.

I have spoken with Mr. Jerome and he stated that he had not received any gifts or gratuities from Integrated Logic LLC at any time.

I, Mr. Lamont, and other staff have received an annual calendar that Integrated Logic LLC provides to its clients.

I tried to contact Mr. Blaine Detering but his current whereabouts are unknown.

5. Have you or other members of Lower Yukon School District and/or the IT Department ever completed a conflict of interest questionnaire where Integrated Logic LLC was listed on the questionnaire? If yes, please provide a copy of the questionnaire that contains the statements about Integrated Logic LLC. If the status of the answers has changed since the questionnaire was completed, please explain the changes.

Neither I, nor any other LYSD Staff member, have ever completed a conflict of interest questionnaire where Integrated Logic LLC or its predecessor firms were listed on the questionnaire.

6. Do you and other members of Lower Yukon School District and/or the IT Department have any financial interest in Integrated Logic LLC? If yes, please explain the financial interest.

I do not have, now or at any time, any interest, financial or otherwise, in Integrated Logic LLC or its predecessor firms.

I have spoken with Mr. Lamont and he stated that he does not have, now or at any time, any interest, financial or otherwise, in Integrated Logic LLC or its predecessor firms.

I have spoken with Mr. Reilly and he stated that he does not have, now or at any time, any interest, financial or otherwise, in Integrated Logic LLC or its predecessor firms.

I have spoken with Mr. Jerome and he stated that he does not have, now or at any time, any interest, financial or otherwise, in Integrated Logic LLC or its predecessor firms.

I tried to contact Mr. Blaine Detering but his current whereabouts are unknown.

To my knowledge no staff members at the Lower Yukon School has or have ever had, an interest, financial or otherwise, in Integrated Logic LLC or its predecessors.

7. Do you and other members of Lower Yukon School District and/or the IT Department have any family members working for Integrated Logic LLC? If yes, please explain the circumstances.

I do not now, nor have I ever, had any family members working for Integrated Logic LLC at any time.

I have spoken with Mr. Lamont and he stated that he has never had family member working for Integrated Logic LLC at any time.

I have spoken with Mr. Reilly and he stated that he has never had family member working for Integrated Logic LLC at any time. Mr. Reilly did have a son that worked for SquarePeg Consulting for a week in March 2007 taking inventory.

I have spoken with Mr. Jerome and he stated that he has never had family member working for Integrated Logic LLC at any time.

I tried to contact Mr. Blaine Detering but his current whereabouts are unknown.

8. If there were family members working for Integrated Logic LLC, was a conflict of interest present in the selection of Integrated Logic LLC as the service provider for FCC Form 471 application #632621, FRN 1748539 and 1748588? If a conflict of interest was present, please show documentation how that conflicted was mitigated in relation to the selection of Integrated Logic LLC as the vendor.

Not applicable – there have not been any LYSD Staff family members that have worked for Integrated Logic LLC at any time. As stated previously, Mr. Dave Reilly did have a son who worked for SquarePeg Consulting for a week during March 2007, prior to this FCC Form 471.

In addition, the Regional School Board, in May of 2007, passed a motion that no members of the Technology Department staff, nor their family members, could work for any District contractors.

9. Please provide your bid evaluation matrix that was used to select your vendors for FCC Form 471 application #632621, FRN 1748539 and 1748588. Include all bids that you received and any other bid documentation such as attendance sheets, correspondences to and from the bidding vendor and a description of your bid evaluation process. This information should be provided for all funding requests including tariff, month-to-month or contracted services specified earlier in this letter. For additional information regarding this section, please visit <http://www.universalservice.org/sl/applicants/step04/construct-evaluation.aspx>.

There is not a bid matrix. This was the first time I was involved in an e-rate bidding process. We have not had more than three bids on any single E-Rate RFP since then.

A pre-bid meeting was held in the office of the State of Alaska E-Rate Coordinator in Anchorage on January 4th, 2008 to answer all questions potential bidders may have. Present at the meeting were myself representing LYSD and Mr. Dave Reilly from Arctic Intelligence. Representatives from Integrated Logic LLC were the only potential bidders that attended. There was no other potential bidder communication.

A bid opening was held in my office in Mountain Village on January 25th, 2008. In the RFP we cautioned bidders that it was their responsibility to ensure that bids were received in a timely fashion. We also cautioned them in the RFP that due to the remoteness of LYSD they should not rely on the US Post Office for timely delivery. When there is plenty of time US Express Mail will work but most bids we receive are via package services such as an airline that flies from Anchorage to this area of the state. Bidders either show up in person or confirm via telephone or email that we have received their bid.

I have attached copies of both of our RFP's and the sole bid that we received for each one.

A further note, as the District had not received a funding commitment for Form 471 application #632621, FRN 1748539 and 1748588, the District again issued a Form 470 in December 2008 for these exact same items. Prior to the bid opening we received a funding commitment letter and cancelled the December 470 Form 470.

10. Please complete, sign, and date the attached certification.

Your reply should be sent to me within **15** calendar days. Failure to provide the reply may result in Schools and Libraries Program funding request denials and/or rescinding of approved funding.

If you have any questions or you need additional time to prepare the reply, please contact me using the email address below, or call me at 973-581-6726. Once the reply is ready to return, please complete the Certification page below, and return both the reply and the Certification as attachments to jbauman@sl.universalservice.org.

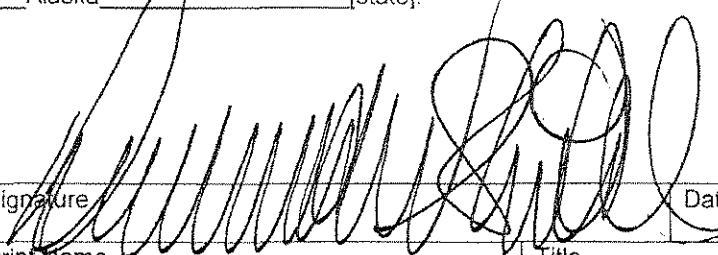
Thank you.

Jennifer Baumann
Special Compliance Review
Universal Service Administrative Company
Schools and Libraries Program
973-581-6726
Fax 973-599-6552
jbauman@sl.universalservice.org

SPECIAL COMPLIANCE REVIEW CERTIFICATION

I certify that I am authorized to make the representations set forth in the responses to the Special Compliance Review inquiry on behalf of **Lower Yukon School District**, the entity represented on and responding to the Special Compliance Review inquiry, and am the most knowledgeable person with regard to the information set forth therein. I certify that the responses and supporting documentation to the Special Compliance Review inquiry are true and correct to the best of my knowledge, information and belief. I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I acknowledge that false statements can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

I declare under penalty of perjury that the foregoing is true and correct. Executed on 13 day of April, 2010 at Mountain Village [city], Alaska [state].

Signature		Date	<u>4/13/2010</u>
Print Name	<u>David W Shields</u>	Title	<u>Director of Budget & Finance</u>
Employer <u>Lower Yukon School District</u>			
Telephone Number <u>907-591-2411 x2011</u>		Fax Number <u>907-591-2206</u>	
Email Address <u>dshields@loweryukon.org</u>			
Address <u>PO Box 32089</u> <u>Mountain Village, AK 99632-0089</u>			

April 29, 2011

Ms. Cannan,

This communication is in response to your request for additional information to complete a review of Application Numbers 632651, 632621, and 752462.

Your request stated:

"We received from Integrated Logic a list of meals provided by them to your School District along with the totals. Please provide a list of employees to whom they were provided and the reason for the meal. Also include whether or not the person receiving the meal is involved with your competitive bidding process. The dates were 2/7/2010, 2/8/2010, 2/9/2010, 2/10/2010 and 2/23/2010.

I requested more details of the above request and you provided the following information:

The meals were:

- o 2/7/10 – was at Humpys. Josh Jerome attended
- o 2/8, 2/9, & 2/10 were in the office from Pizza Athena, Fred Meyer and Taco Bell. We do not know which employees participated
- o 2/23/10 – was at Humpys. Josh Jerome attended

After talking with Josh Jerome, Director of Technology, and the previous Director of Budget and Finance, Davey Shields I can provide the following information:

2/7/2010

No meal was provided to an employee of Lower Yukon School District. However, Josh Jerome is sure he did have a meal with Integrated Logic around this date, if not on 2/7/2010, at the Humpys Restaurant. Josh stated that he paid for his own meal; Integrated Logic did not provide him/pay for his meal. Joshua Jerome is charged with making sure the technology in the District is working at full capacity at all times and at peak performance. He often has to work with technology service providers on projects, get updates on the condition of the network and system, and work out details of the future of LYSD technology. Many times he meets with them while he is in Anchorage checking on the co-location, attending training and conferences, and other reasons for LYSD. He often has to do this during weekends and evenings or any other time that he has available, including during his meals.

2/8, 2/9, & 2/10/2010

Josh Jerome and Howard Beans attended a scheduled KACE Kbox training along with Integrated Logic at the Integrated Logic offices on 2/8, 2/9, and 2/10/2010.

Kbox is as a comprehensive software package that provides a wide range of options that LYSD needed. This training was crucial for Josh Jerome and Howard Beans since they make up the Central Technology Department for LYSD. It was also important to include Integrated Logic in the training since they would be supporting this technology to some degree. It served LYSD to have the training in Anchorage financially and for logistical reasons.

If Integrated Logic stated that they brought meals in for lunch during the training and shared with Josh Jerome, Howard Beans, and trainer, Mr. Paisley, then that must be fact.

2/23/2010

No meal was provided to an employee of Lower Yukon School District. However, Josh Jerome believes he did have dinner with Integrated Logic on 2/23/10 at the Humpys Restaurant. Josh stated that he paid for his own meal; Integrated Logic did not provide him/pay for his meal. Josh Jerome was in Anchorage for the State of Alaska' ASTE Conference, which most of LYSD technology staff attends. Josh Jerome uses his evenings and weekends, while in Anchorage on training and conferences, to go over LYSD tech needs.

There was no competitive bid process for technology during these dates. Actually, there was no competitive bid process for technology last year at all.

I hope this answers your question as we are still looking for a positive closure to your review.

Thank you,
Jenny L. Martens
Director of Budget & Finance

Extension

Printed by: Jenny Martens

Thursday, April 07, 2011 9:06:03 AM

Title: RE: Additional request for information : LYSD

Page 1 of 3

From: "Cannan, Barbara" <BCANNAN@sl.universalservice.org>



Subject: RE: Additional request for information

To: Jenny Martens

Attachments: Attach0.html / Uploaded File

18K

This is fine, the 10 day extension is granted.

Thanks,

Barbara Cannan

From: Jenny Martens [<mailto:jmartens@loweryukon.org>]

Sent: Thursday, April 07, 2011 12:17 PM

To: Cannan, Barbara

Subject: Re: Additional request for information

Ms. Cannan,

I would like approval for an additional 10 days to respond to your request.

I learned that Joshua Jerome, mentioned in your email, is out of the office until after the April 19th deadline for the response. He is completely unavailable for phone calls or emails. I feel it is important to speak with him to verify the information you provided me. He will also be the one to help me with the other participants.

Thank you,

Jenny L. Martens
Director of Budget and Finance
Lower Yukon School District
907-591-2411
jmartens@loweryukon.org

"Cannan, Barbara" <BCANNAN@sl.universalservice.org> on Monday, April 04, 2011 at 11:24 AM -0900 wrote:

Date: April 4, 2011

From: ♀ "Cannan, Barbara" <BCANNAN@sl.universalservice.org>



Subject: Schools and Libraries Information Request

To: ♀ Jenny Martens

Attachments: Attach0.html / Uploaded File

9K

Jenny Martens

Lower Yukon SD

Contact Phone Number: 907-591-2411

Application Number(s) 632651, 632621, 752462

Response Due Date: June 10, 2011

As you know, we are in the process of reviewing Lower Yukon School District's FRNs to ensure that they are in compliance with the rules of the Universal Service program. To complete our review, we need some additional information. The information needed to complete the review is listed below.

There are a few more meals we need information for. Please provide a list of employees to whom they were provided and the reason for the meal. Also include whether or not the person receiving the meal is involved with your competitive bidding process. The dates were:

1/7/2009 – Sullivans, Alex Russin attended

2/25/2009 – Glacier Brewhouse, Joshua attended

7/17/2009 – The Peanut Farm.

7/29/2009 – The Peanut Farm, Dave attended.

1/4/2010 – Boston's Pizza, Howard Beans and Josh Jerome attended.

Please fax or email the requested information to my attention. If you have any questions or you do not understand what we are requesting, please feel free to contact me.

It is important that we receive all of the information requested within 15 calendar days so we can complete our review. Failure to respond may result in a reduction, denial, or rescinding of funding. If you need additional time to prepare your response, please let me know as soon as possible.

Should you wish to cancel your Form 471 application(s), or any of your individual funding requests, please clearly indicate in your response that it is your intention to cancel an application or funding request(s). Include in any cancellation request the Form 471 application number(s) and/or funding request number(s), and the complete name, title and signature of the authorized individual.

Thank you for your cooperation and continued support of the Universal Service Program.

Barbara Cannan

Special Compliance

Schools and Libraries

Phone: 973-581-5070

Fax: 973-599-6552

bcannan@sl.universalservice.org

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return e-mail; delete this e-mail and all attachments from your e-mail system and your computer system and network; and destroy any paper copies you may have in your possession. Thank you for your cooperation